of previous agreements as to title. *Davis* v. *Lee*, 52 Wash. 330, 100 Pac. 752; *Read* v. *Loftus*, 82 Kan. 485, 108 Pac. 850; and *cf. Slocum* v. *Bracy*, 55 Minn. 249, 56 N. W. 826. And the Pennsylvania cases, which this decision follows, go still further and hold that promises of good title are collateral in their nature and survive the acceptance of the deed, in so far as they have not been embodied in it. *Close* v. *Zell*, 141 Pa. 390, 21 Atl. 770; *Lehman* v. *Paxton*, 7 Pa. Super. Ct. 259. This seems an unsupportable departure from a rule long recognized as tending to prevent fraud and uncertainty and seems particularly objectionable when, as in the principal case, the presence of one covenant as to title appears by implication to exclude all others.

WAR — PRIZE — SHIPOWNER'S RIGHT TO FREIGHT IN TRADE WITH THE ENEMY. — The cargo of a British vessel while *en route* for Germany was seized at the outbreak of the war, and later condemned as prize. *Held*, that the owners are entitled to freight *pro rata itineris* completed at the time of seizure. *The Juno*, 50 L. J. 29 (Adm. Ct.).

Since freight is not due until delivery, a shipowner cannot ordinarily recover his freight if he has failed to deliver the cargo at the port of destination. *Osgood* v. *Groning*, 2 Camp. 466; *The Mary Riley* v. *Three Thousand Railroad Ties*, 38 Fed. 254. And if the owner of the cargo voluntarily accepts the goods at some other port he will become liable only for the freight *pro rata itineris*. *Luke* v. *Lyde*, 2 Burr. 882. See *Osgood* v. *Groning*, *supra*, 470. However, when a neutral vessel carrying enemy goods is detained and the goods are condemned, the shipowner can recover the full freight to the original port of destination. *The Hoop*, 1 C. Rob. 196. See Note, 3 C. Rob. 304; *CONSOLAT DEL MAR*, 3 TWISS, BLACK BOOK OF THE ADMIRALTY, p. 539. This rule seems to be based on the idea that the captor takes the place of the enemy consignee in all respects, and that the capture therefore amounts to delivery. See *The Copenhagen*, 1 C. Rob. 289, 291. It would also be unjust to deprive the neutral vessel of the freight which she was entitled to earn, since neutral vessels may rightfully engage in commerce with belligerents. But the subjects of belligerent nations lose the right to engage in trade with the enemy immediately on the declaration of war. See 2 WESTLAKE, INTERNATIONAL LAW, 2 ed., pp. 48 *ff.* When war was declared, therefore, the shipowner in the principal case lost the right to earn freight by the transportation of enemy goods. But until then he seems to be in much the same position as a neutral shipowner, and the rule awarding him freight *pro rata itineris* seems reasonable and just.

BOOK REVIEWS

THE RIGHTS AND REMEDIES OF CREDITORS RESPECTING THEIR DEBTOR'S PROPERTY. By Garrard Glenn. Boston: Little, Brown, and Company. 1915. pp. xlvi, 461.

This volume contains the substance of a course of lectures delivered at the Columbia Law School. The aim of the lectures and of the book is to collect and harmonize various statutes and doctrines relating to the general subject of the realization of claims by a creditor from the property of his debtor.

This object is a commendable one, and the author has little rivalry in the attempt that he has made. Books on fraudulent conveyances, for instance, say little or nothing about bankruptcy. Even the largest books on bankruptcy have very fragmentary and inadequate treatment of the general subject of

fraudulent conveyances; yet a lawyer is compelled when a case comes before him to have in mind all the principles which may affect his client's right of realizing his claim from the assets of his debtor.

Not only is the plan of the book a good one, but the execution is in many respects commendable. The author is evidently practically familiar with the subject of which he treats in its most modern applications. He is not content merely to repeat the statements of eminent judges; he has sought to distil in his own mind definite results from a multitude of authorities. An author who attempts to do this is perhaps quite as likely as another to make slips, and Mr. Glenn's book is not free from them.

The size of the book prohibits an attempt to be exhaustive in the citation of authorities, and as the decisions selected for citation are generally well chosen, it is not a fair ground of criticism that numerous other cases might also have been cited. There are, however, statements which the author makes without qualification, as everywhere true, which in fact do not find universal acceptance, e.g., "In every State, statutes make a judgment a lien upon the debtor's land from the moment of the proper entry of the judgment" (page 60). This is not true in the New England States. "In all of our States are statutes requiring the registration of (*a*) chattel mortgages, where, as is generally the case, possession of the mortgaged property is not delivered to the mortgagee, and (*b*) contracts of conditional sale, where, as is always the case, that being part of the bargain, possession of the stipulated chattels is delivered to the vendee" (page 164). In Pennsylvania there is no such statute as to chattel mortgages, and in a number of States there is no such statute in regard to conditional sales. On page 231 the author assumes that a trustee under a general assignment nowhere has power to attack a fraudulent conveyance of his assignor, but in some jurisdictions he is allowed to do so.

Other slips of the author which we have noticed are the following: The well-known case of *Edwards* v. *Harben*, 2 T. R. 587, which the author criticizes more than once, he regards as involving a conditional sale with possession in the grantee. In fact, the bill of sale referred to in the case was given as a chattel mortgage (generally called in England a conditional bill of sale). Possession was in the mortgagor or grantor. On page 154 one might infer from the author's language that an unpaid vendor could reclaim goods sold and delivered. The essential requirement of fraud he inadvertently fails to state.

In his discussion of the English law of the present day on mortgages of after-acquired property he assumes that the well-known case of *Holroyd* v. *Marshall*, 10 H. L. C. 191, is still law in England; whereas the English law was long since changed by statute. On page 344, speaking of the Bankruptcy Act, as amended in 1910, he inadvertently states that to make a preference voidable, the preferred creditor must have had reasonable cause to believe that the preference was "intended" instead of would be effected.

In the discussion on pages 399 and following, there seems some confusion between unmatured and contingent claims. That there is doubt in regard to the provability of any unmatured debt absolutely owing, cannot be admitted.

On some points also which are open to difference of opinion, we should not agree with the author's conclusions, but throughout, the book is helpful and based on original and thoughtful work.

S. W.

THE INDIVIDUAL DELINQUENT. By William Healy. Boston: Little, Brown, and Company, 1915. pp. xvi, 830.

This remarkable work is perhaps the first great expression of the new epoch upon which criminology is now entering. It is also a culmination. Like so many other modern sciences, criminology has undergone a bewilderingly